

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Brands IP LLC		07/16/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WH Buyer, LLC		
Doing Business As:	WHP Global		
Street Address:	230 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10169		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Serial Number:	88091511	AK	
Serial Number:	88091523	AK	
Serial Number:	88093490	AK	
Serial Number:	78580195	AK ANNE KLEIN	
Serial Number:	78579712	AK ANNE KLEIN SPORT	
Serial Number:	86889295	AK ANNE KLEIN SPORT	
Serial Number:	78579672	AK ANNE KLEIN SPORT	
Serial Number:	86889289	AK ANNE KLEIN SPORT	
Serial Number:	86876437	AK SPORT	
Serial Number:	88319632	ANNE KLEIN	
Serial Number:	73010286	ANNE KLEIN	
Serial Number:	73010287	ANNE KLEIN	
Serial Number:	73067915	ANNE KLEIN	
Serial Number:	73071003	ANNE KLEIN	
Serial Number:	73832180	ANNE KLEIN	
Serial Number:	73079994	ANNE KLEIN	
Serial Number:	73113083	ANNE KLEIN	
Serial Number:	74267038	ANNE KLEIN	
TRADEMARK			

CH \$1115.00 88091511

Property Type	Number	Word Mark
Serial Number:	78807945	ANNE KLEIN
Serial Number:	87612428	ANNE KLEIN
Serial Number:	88051713	ANNE KLEIN
Serial Number:	88165526	ANNE KLEIN
Serial Number:	87521350	ANNE KLEIN COLLECTION
Serial Number:	87521364	ANNE KLEIN COLLECTION
Serial Number:	87521375	ANNE KLEIN COLLECTION
Serial Number:	87521391	ANNE KLEIN COLLECTION
Serial Number:	88051718	ANNE KLEIN II
Serial Number:	86459893	ANNE KLEIN NEW YORK
Serial Number:	88051703	BLAZER BY ANNE KLEIN
Serial Number:	85323641	IFLEX
Serial Number:	88319621	
Serial Number:	87612398	
Serial Number:	73029039	
Serial Number:	73029041	
Serial Number:	73029040	
Serial Number:	73068125	
Serial Number:	73071001	
Serial Number:	73079993	
Serial Number:	73113082	
Serial Number:	78807930	
Serial Number:	87543568	
Serial Number:	88373036	LOVE, ANNE ANNE KLEIN PROPERTY OF ANNE K
Serial Number:	88492799	AK SPORT
Serial Number:	88492787	LOVE, ANNE ANNE KLEIN

CORRESPONDENCE DATA

Fax Number: 2127986915

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 326 0831

Email: tlee@pryorcashman.com, jalbrink@pryorcashman.com, tmdocketing@pryorcashman.com

Correspondent Name: Teresa Lee

Address Line 1: c/o Pryor Cashman LLP, 7 Times Square

Address Line 4: NewYork, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 29286.00005

NAME OF SUBMITTER: Teresa Lee

SIGNATURE: /tlee/

DATE SIGNED:	07/22/2019
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Total Attachments: 16

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), is entered into as of July 16, 2019, by and between WH Buyer, LLC (d/b/a WHP Global), a New York limited liability company (“Assignee”), and each other Person that is a signatory hereto (each, an “Assignor” and collectively, “Assignors”).

WHEREAS, this Assignment is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of May 30, 2019 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the “Purchase Agreement”), by and among Assignee and each other Person that is a signatory thereto, including, without limitation, Assignors, which provides, subject to the terms and conditions set forth therein, effective as of the Closing, for the sale, transfer, assignment, conveyance and delivery by Assignors to Assignee of all of Assignors’ right, title and interest in and to all Transferred IP (as such term is defined in the Purchase Agreement), on the terms set forth in the Purchase Agreement;

WHEREAS, this Assignment is being executed and delivered by the parties hereto contemporaneously with the Closing under the Purchase Agreement;

WHEREAS, the Transferred IP includes all of Assignors’ right, title and interest in, to and under certain assets (whether statutory or common law and whether registered or unregistered) including, without limitation, rights associated with trademarks, trade names, service marks, service names, corporate names, fictitious names (DBAs), slogans, tag lines, trade dress, elements comprising the look and feel whether separately and/or as a collective whole, logos, designs, symbols, and other designations of origin, and inclusive of all translations, adaptations, derivations and combinations of the foregoing and all foreign equivalents thereof, together with all goodwill connected with the use thereof and symbolized thereby, and all rights, applications, registrations, renewals and extensions in connection therewith arising or enforceable under the laws of the United States, any other jurisdiction, or any bilateral or multilateral treaty regime, including, without limitation, the registered trademarks and trademark applications identified on Schedule A attached hereto (collectively, the “Assigned Trademarks”);

“Trademarks” means all trademarks, trade names, service marks, service names, corporate names, fictitious names (DBAs), slogans, tag lines, trade dress, elements comprising the look and feel, whether separately and/or as a collective whole, logos, designs, symbols, and other designations of origin, and inclusive of all translations, adaptations, derivations and combinations of the foregoing and all foreign equivalents thereof, together with all goodwill connected with the use thereof and symbolized thereby, and all rights, applications, registrations, renewals and extensions in connection therewith arising or enforceable under the laws of the United States, any other jurisdiction, or any bilateral or multilateral treaty regime.

WHEREAS, in accordance with the Purchase Agreement, the Assignors desire to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignors do hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, free and clear of all Encumbrances, (a) all of Assignors' right, title and interest in, to and under, including any and all common law rights thereto, the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignors to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the date hereof; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, including claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the date hereof or hereafter in respect of any of the foregoing, in each case, effective as of the date hereof. Together with Assignors' right, title and interest in and to each of the Assigned Trademarks, as well as the goodwill of the business associated with said Assigned Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Assigned Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Assigned Trademarks.

3. Authorization and Recordation. Assignors hereby authorize and request the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignors' right, title and interest in and to the Assigned Trademarks throughout the world. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks throughout the world.

4. Governing Law. All issues and questions concerning the formation, existence, termination, construction, validity, enforcement and interpretation of this Assignment will be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

6. Purchase Agreement. This Assignment is being executed and delivered pursuant to the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

7. Further Assurances. In accordance with the Purchase Agreement, without further consideration, each Assignor hereby agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents or perform all reasonable affirmative acts which may be necessary to record or perfect the above-described transfer of Assigned Trademarks, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office.

8. Closing. This Assignment is effective as of the Closing.

9. Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignee and Assignors on behalf of Assignee and Assignors, respectively.

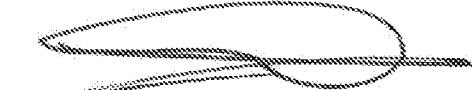
10. Notices. Any notice given pursuant to this Assignment shall be given in the same manner and addressed to the intended recipient as set forth in Section 9.7 of the Purchase Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

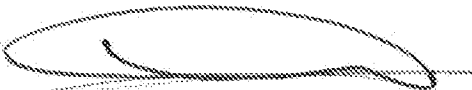
IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNORS:

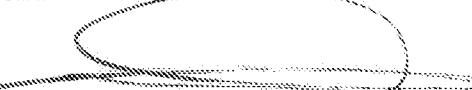
PREMIER BRANDS GROUP HOLDCO INC.

By: 
Name: Ralph A. Schipani
Title: Chief Executive Officer and
President

PREMIER BRANDS GROUP HOLDINGS,
LLC

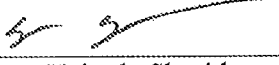
By: 
Name: Ralph A. Schipani
Title: President

PREMIER BRANDS IP LLC

By: 
Name: Ralph A. Schipani
Title: President

ASSIGNEE:

WH BUYER, LLC

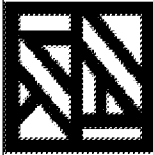
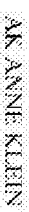




By: 
Name: Yehuda Shmidman
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A
Assigned Trademarks

[See attached.]


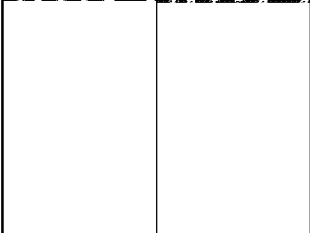
COUNTRY	TRADEMARK	TRADEMARK DESIGN/LOGO	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS(ES)
United States of America	AK (Stylized 2018)		88091511	Aug 24 2018			25
United States of America	AK (Stylized 2018)		88091523	Aug 24 2018			25







COUNTRY	TRADEMARK	TRADEMARK DESIGN/LOGO	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS(ES)
United States of America	AK (Stylized 2018)		88093490	Aug 27 2018			18
United States of America	AK ANNE KLEIN		78/580,195	Mar 4 2005	3,111,522	Jul 4 2006	25
United States of America	AK ANNE KLEIN SPORT		78579712	Mar 3 2005	3111519	Jul 4 2006	25
United States of America	AK ANNE KLEIN SPORT		86889295	Jan 28 2016	5,031,901	Aug 30 2016	25
United States of America	AK ANNE KLEIN SPORT (Stylized)		78/579,672	Mar 3 2005	3,111,518	Jul 4 2006	25
United States of America	AK ANNE KLEIN SPORT (Stylized)		86889289	Jan 28 2016	5,031,900	Aug 30 2016	25





COUNTRY	TRADEMARK	TRADEMARK DESIGN/LOGO	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS(ES)
United States of America	AK SPORT		86876437	Jan 15 2016			25
United States of America	ANNE KLEIN		88319632	Feb 28 2019			8, 21
United States of America	ANNE KLEIN		73/010,286	Jan 7 1974	1,006,943	Mar 18 1975	25
United States of America	ANNE KLEIN		73/010,287	Jan 7 1974	1,016,890	Jul 29 1975	18
United States of America	ANNE KLEIN		73/067,915	Nov 4 1975	1,052,858	Nov 16 1976	18
United States of America	ANNE KLEIN		73/071,003	Dec 5 1975	1,046,318	Aug 17 1976	14

COUNTRY	TRADEMARK	TRADEMARK DESIGN/LOGO	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS(ES)
United States of America	ANNE KLEIN		73/832,180	Oct 18 1989	1,613,344	Sep 11 1990	42
United States of America	ANNE KLEIN		73079994	Mar 11 1976	1049090	Sep 28 1976	25
United States of America	ANNE KLEIN		73113083	Jan 19 1977	1074926	Oct 11 1977	9
United States of America	ANNE KLEIN		74267038	Apr 20 1992	1738435	Dec 8 1992	25
United States of America	ANNE KLEIN	ANNE KLEIN	78807945	Feb 6 2006	3304360	Oct 2 2007	14
United States of America	ANNE KLEIN	ANNE KLEIN	87612428	Sep 18 2017			25


COUNTRY	TRADEMARK	TRADEMARK DESIGN/LOGO	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS(ES)
United States of America	ANNE KLEIN		88051713	Jul 25 2018			3
United States of America	ANNE KLEIN		88165526	Oct 23 2018	5691913	Mar 5 2019	9
United States of America	ANNE KLEIN COLLECTION	ANNE KLEIN COLLECTION	87521350	Jul 10 2017			25
United States of America	ANNE KLEIN COLLECTION	ANNE KLEIN COLLECTION	87521364	Jul 10 2017			25
United States of America	ANNE KLEIN COLLECTION	ANNE KLEIN COLLECTION	87521375	Jul 10 2017			18
United States of America	ANNE KLEIN COLLECTION	ANNE KLEIN COLLECTION	87521391	Jul 10 2017			14

COUNTRY	TRADEMARK	TRADEMARK DESIGN/LOGO	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS(ES)
United States of America	ANNE KLEIN II		88051718	Jul 25 2018			3
United States of America	ANNE KLEIN NEW YORK	ANNE KLEIN NEW YORK	86459893	Nov 20 2014	5514018	Jul 10 2018	14
United States of America	BLAZER BY ANNE KLEIN		88051703	Jul 25 2018			3
United States of America	IFLEX	IFLEX	857323,641	May 18 2011	4,423,731	Oct 29 2013	25
United States of America	Lion Head design		88319621	Feb 28 2019			8, 21
United States of America	Lion Head design		87612398	Sep 18 2017			25

COUNTRY	TRADEMARK	TRADEMARK DESIGN/LOGO	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS(ES)
United States of America	Lion Head Design		73/029,039	Aug 9 1974	1,016,891	Jul 29 1975	18
United States of America	Lion Head Design		73/029,041	Aug 9 1974	1,032,219	Feb 3 1976	14
United States of America	Lion Head Design		73029040	Aug 9 1974	1016971	Jul 29 1975	25
United States of America	Lion Head Design		73068125	Nov 6 1975	1052859	Nov 16 1976	18
United States of America	Lion Head Design		73071001	Dec 5 1975	1046317	Aug 17 1976	14
United States of America	Lion Head Design		73079993	Mar 11 1976	1050741	Oct 19 1976	25

COUNTRY	TRADEMARK	TRADEMARK DESIGN/LOGO	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS(ES)
United States of America	Lion Head Design		73113082	Jan 19 1977	1074925	Oct 11 1977	9
United States of America	Lion Head Design		78807930	Feb 6 2006	3593137	Mar 17 2009	25
United States of America	Lion Head Design	 (Add)	87543568	Jul 26 2017			3
United States of America	LOVE, ANNE ANNE KLEIN PROPERTY OF ANNE KLEIN Stylized		88373036	Apr 5 2019			3

COUNTRY	TRADEMARK	TRADEMARK DESIGN/LOGO	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS(ES)
UNITED STATES	AK SPORT		88492799	June 28, 2019			25

COUNTRY	TRADEMARK	TRADEMARK DESIGN/LOGO	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS(ES)
UNITED STATES	LOVE ANNE, ANNE KLEIN (stylized)		88492787	June 28, 2019			3
UNITED STATES	ANNE KLEIN		TBD	TBD			3

TRADEMARK

REEL: 006699 FRAME: 0974

RECORDED: 07/22/2019